

### Festival Walk Gift Card Terms & Conditions

The Festival Walk Gift Card (“Festival Walk Gift Card”) is issued and operated by 33 Financial Services Limited (“33 Finance”) which is a Stored Value Facility subject to Hong Kong Monetary Authority financial regulations. By accepting, purchasing or using the Festival Walk Gift Card issued by 33 Finance, you agree to be bound by these Terms and Conditions. “You”, “your” and “cardholder” refer to the person who has purchased and / or is using the Festival Walk Gift Card. These Terms and Conditions are administered by 33 Finance. In case of any dispute, 33 Finance reserves the right of final decision on all matters, at any time without prior notice. Festival Walk (2011) Limited is 33 Finance’s co-branding partner for the Festival Walk Gift Card.

#### The Festival Walk Gift Card

1. The Festival Walk Gift Card is an anonymous and non-reloadable gift card. It is available in pre-determined values of HK\$200, HK\$500 and HK\$1,000, and custom denominations between HK\$100 and HK\$7,500 for corporate customers only, subject to availability.
2. The Festival Walk Gift Card is available for purchase at Festival Walk Concierge on Level LG2 (near Shop No. LG2-07) 11:00 - 20:00 daily, or at other designated locations and hours announced from time to time.
3. Each person may only purchase Festival Walk Gift Cards with a maximum total value of HK\$25,000 per day. For bulk orders / corporate purchases, please email to [fwshopping@festivalwalk.com.hk](mailto:fwshopping@festivalwalk.com.hk) for further information.
4. Only electronic payment (including Visa, Mastercard, UnionPay credit card, AlipayHK & WeChatPay HK, **excluding** EPS, Octopus and AMEX) will be accepted for the purchase of the Festival Walk Gift Card. (All Festival Walk Gift Vouchers, My FESTIVAL e-Gift Vouchers and e-Dining Vouchers, My FESTIVAL points, consumption vouchers under the Hong Kong Government’s Consumption Voucher Scheme, coupons / e-coupons, cash, cheques, and other means of payment or redemption will not be accepted). All purchased Festival Walk Gift Cards are non-refundable, non-returnable and non-exchangeable.
5. Only one credit card or payment method will be accepted for each transaction of Festival Walk Gift Card purchase.
6. Any spending or payment for the purchase of the Festival Walk Gift Card, and spending with the Festival Walk Gift Card, are not eligible for My FESTIVAL Points registration under the My FESTIVAL Loyalty Programme, sales promotions or parking promotions.
7. The Festival Walk Gift Card can only be used for payment for goods and services at the designated merchants in Festival Walk who accept Mastercard as the method of payment (“Participating Merchants”) as listed on the Festival Walk website, subject to the Participating Merchants’ final decision. Payment acceptance at the participating merchants of Festival Walk is not guaranteed. The Festival Walk Gift Card is Festival Walk’s Private Label Card, and is not a general credit / debit card, and Festival Walk Gift Cards can only be used in Festival Walk’s Participating Merchants. The Festival

Walk Gift Card cannot be used to settle online transactions. For any enquiries on the Festival Walk Gift Card, please call the 33 Finance's Gift Card Customer Service Hotline (39009833 / 3900 9888, Monday-Friday 09:00 - 18:00).

8. When cardholders use the Festival Walk Gift Card for any payment, the amount of each purchase, fees and charges (if applicable) will be immediately deducted from the Festival Walk Gift Card.
9. The fees and charges listed in the Festival Walk Gift Card Fees and Charges Table in these Terms and Conditions or on 33 Finance's website are applicable to the Festival Walk Gift Card. By purchasing the Festival Walk Gift Card, the cardholder agrees that any applicable fees and charges can be debited directly from the Festival Walk Gift Card. The most updated applicable fees and charges as stated in the Festival Walk Gift Card Fees and Charges Table on 33 Finance's website ([www.33finance.com/fees-and-charges](http://www.33finance.com/fees-and-charges)) is binding on the Festival Walk Gift Card cardholder if the cardholder continues to use or retain the Festival Walk Gift Card. Any such fees and charges may be varied by 33 Finance from time to time and 33 Finance will give prior notice on its website for a period of not less than 30 days.

#### **Making a Payment with the Festival Walk Gift Card**

10. A Personal Identification Number ("PIN") is imprinted and covered by a silver scratch panel at the back of the Festival Walk Gift Card. Cardholders must use this PIN to enter the 33 Finance Prepaid Card platform by calling the 33 Finance's Gift Card Customer Service Hotline (3900 9833 / 3900 9888, from Mondays–Fridays, 09:00 – 18:00) or logging into 33 Finance's mobile app (33 eWallet) or visiting 33 Finance's website ([www.33finance.com](http://www.33finance.com)). It is highly recommended that the PIN is changed by the cardholder upon card activation and updated from time to time for security purposes.
11. At the time of payment, the cardholder must present the original Festival Walk Gift Card and enter the relevant valid 6-digit PIN.
12. Merchants have right to reject splitting payment transaction if the remaining balance of the gift card is insufficient to settle the entire transaction amount. , i.e. pay partial amount of the transaction with the remaining amount of the Gift Card, while settle the remaining balance of the transaction with other payment means such as credit cards. Cardholders shall bear sole responsibility to ensure sufficient balance before using the gift card.
13. Once the available balance in the Festival Walk Gift Card has been fully spent and becomes zero, the relevant Festival Walk Gift Card is no longer valid. It is suggested that the cardholder destroys the card in a secure manner (e.g., cutting the card into halves) before disposal.

#### **Available Balance Enquiry**

14. Cardholders may check their card balance and transaction history free of charge by calling the 33 Finance's Gift Card Customer Service Hotline (3900 9833 / 3900 9888) or logging into 33 eWallet or visiting 33 Finance's website at [www.33finance.com](http://www.33finance.com). It is the cardholder's responsibility to notify 33 Finance of any error, omission and / or unauthorized transactions within 45 days of the transaction date. If no report has been made within 45 days of the transaction date, the transactions will be considered valid. It is recommended that cardholders check their own transaction records frequently.

15. No card statement will be issued for the Festival Walk Gift Card. Cardholders may apply for a detailed transaction record by calling the 33 Finance's Gift Card Customer Service Hotline. A Detailed Transaction Record Fee applies and will be deducted from the relevant Festival Walk Gift Card immediately. For Festival Walk Gift Cards with a balance below the applicable Detailed Transaction Fee, no detailed transaction record will be provided. Please refer to the Festival Walk Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance's website ([www.33finance.com/fees-and-charges](http://www.33finance.com/fees-and-charges)).

#### **Loss or Theft of the Festival Walk Gift Card**

16. The Festival Walk Gift Card will not be replaced and cardholders will not have the remaining balance refunded if the card is lost or stolen.

#### **PIN and Card Replacement**

17. The PIN will not be re-issued and cannot be reset after the relevant Festival Walk Gift Card has been activated. In the event that the PIN is forgotten or irretrievable, the cardholder must apply for a replacement card. A Card Replacement Handling Fee will be applicable. Please see the Festival Walk Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance's website ([www.33finance.com/fees-and-charges](http://www.33finance.com/fees-and-charges)).
18. The Festival Walk Gift Card will be re-issued free of charge only in the event of card malfunction which is not caused by the cardholder and when the defective card is returned to 33 Finance's office (Address: Suite 807, Tower 1, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong) in person on or before the card expiry date for cancellation.
19. If the Festival Walk Gift Card is damaged due to misuse, a replacement card may be issued upon request provided that the Festival Walk Gift Card is returned to 33 Finance's office (Address: Suite 807, Tower 1, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong) in person on or before the card expiry date for cancellation. A Card Replacement Handling Fee will be deducted from the balance of the Festival Walk Gift Card. Please refer to the Festival Walk Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance's website ([www.33finance.com/fees-and-charges](http://www.33finance.com/fees-and-charges)).
20. The balance of the replacement card, if issued, will be the same as the amount of the balance of the replaced Festival Walk Gift Card in accordance with 33 Finance's records, including deductions of all applicable fees and charges.
21. 33 Finance reserves the right to decline the issuance of a replacement card at any time at its discretion without prior notice.

#### **Card Expiration**

22. The Festival Walk Gift Card is valid for 12 months from the date the card is issued. The expiry date is stated on the back of each Festival Walk Gift Card as VALID THRU "MONTH / YEAR". Once the Festival

Walk Gift Card has expired, an Expired Card Management Fee will be charged and deducted from the remaining balance of the Festival Walk Gift Card on a monthly basis until the card balance becomes zero. Cardholders may request to retrieve any remaining balance (in Hong Kong Dollars) after the card expiration date, as stated in Clause 24. A Card Redemption Fee is applicable as outlined on the Festival Walk Gift Card Fees and Charges Table set out in these Terms and Conditions or published on 33 Finance's website ([www.33finance.com/fees-and-charges](http://www.33finance.com/fees-and-charges)).

23. 33 Finance and Festival Walk (2011) Limited do not guarantee and are not responsible for any refund/exchange services from Participating Merchants. For details, please contact the Participating Merchants directly in advance. Refunds/exchanges are provided by the Participating Merchants, which are solely responsible for any enquiry, claim, complaint, liability, and obligation whatsoever relating to the services provided. All the related services must be completed within the relevant Festival Walk Gift Card validity period.

#### **Exclusion of Liability**

24. 33 Finance and Festival Walk (2011) Limited will not be responsible or liable for any refusal by any Participating Merchants in accepting the Festival Walk Gift Card for the payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between the cardholder and the Participating Merchant. 33 Finance and Festival Walk (2011) Limited will not be liable for any losses or damages that the cardholder or any third party may suffer in connection with or arising from the Festival Walk Gift Card.
25. Festival Walk participating outlets shall bear sole responsibility for the quality of the products and services provided.

#### **Termination / Redemption**

26. 33 Finance reserves the right to terminate the use of the Festival Walk Gift Card and / or any services offered or to reject any transaction at any time without giving any prior notice or reason. 33 Finance shall not be liable for any losses or damages of whatever nature which the cardholder may suffer whether directly or indirectly as a result of such termination or disapproval. Upon termination, the Festival Walk Gift Card is to be surrendered to 33 Finance's office on demand.
27. Cardholders are recommended to spend the remaining balance in the Festival Walk Gift Card before the card expiration date. However, the cardholder may cancel the Festival Walk Gift Card and apply for the balance redemption at any time before or after the expiration date of the Festival Walk Gift Card. The cardholders are required to visit 33 Finance's office in person, to complete a Card Cancellation Form with valid identification proof and return the Festival Walk Gift Card. Please note that a Card Redemption Fee will be deducted from the remaining balance prior to cheque issuance. Please refer to the Festival Walk Gift Card Fees and Charges Table in these Terms and Conditions or published on 33 Finance's website ([www.33finance.com/fees-and-charges](http://www.33finance.com/fees-and-charges)). If the balance of the Festival Walk Gift Card is equal to or below the applicable redemption fee, no redemption will be processed. A cheque for the remaining balance will be sent to the cardholder within two months of the request.

## Personal Data

28. The cardholders agree that 33 Finance and Festival Walk (2011) Limited may use their personal information in accordance with the policies as set out in 33 Finance's Privacy Policy Statement and Festival Walk (2011) Limited's Privacy Policy Statement and the Personal Information Collection Statement (the "Statements"). By using the Festival Walk Gift Card, the cardholders acknowledge that they have read, understood and accepted the Terms & Conditions of the Statements as provided on the websites [www.33finance.com](http://www.33finance.com) and <https://www.festivalwalk.com.hk/en/privacy.aspx>.

## Amendments

29. 33 Finance reserves the right to amend these Terms and Conditions at any time with no less than 30 days' notice on 33 Finance's website ([www.33finance.com](http://www.33finance.com)). Please refer to 33 Finance's website for the most up-to-date Terms and Conditions.

30. Retention or use of the Festival Walk Gift Card after such amendments become effective shall constitute the acceptance of such amendments. All matters and disputes will be subject to 33 Finance's final decision.

## Law and Jurisdiction

31. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

32. No person other than the cardholder, 33 Finance and Festival Walk (2011) Limited (which includes its successors and assigns) will have any right under the Contracts (Rights of Third Parties Ordinance) to enforce or enjoy the benefit of any of the provision of these Terms and Conditions.

## General

33. If any of these Terms and Conditions is or becomes illegal, invalid, or unenforceable in any respect, the remaining Terms and Conditions shall not be affected thereby.

34. These Terms and Conditions are written in both English and Chinese. If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

## Contact 33 Finance:

Website	<a href="https://www.33finance.com/">https://www.33finance.com/</a>
Office Address	Suite 807, Tower 1, Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
Customer Service Hotline	3900 9833 / 3900 9888
Office Hours	Monday to Friday 09:00 to 18:00 (except public holidays)

### 33 Finance Prepaid Card (Festival Walk Gift Card) Fees and Charges Table

New Card Fee (per card)	Waived
Card Replacement Fee (per card)	HK\$80
Card Redemption Fee (per card)	10% of the card face value or HK\$200 minimum
Detailed Transaction Record Fee (per month's transaction record)	HK\$50
Transaction Verification and Transaction Proof Retrieval Fee (per transaction)	HK\$120
Balance Enquiry – IVRS, Mobile App	Free
Expired Card Management Monthly Fee (deducts from the remaining balance of the expired card monthly)	10% of the remaining balance or HK\$200 minimum

Date: [May 2024]